stitutional limitation is applicable. The principal case illustrates another effective means of evading a constitutional limitation—by amendment to the constitution validating a void debt.

PROCESS—JURISDICTION OVER A FOREIGN CORPORATION IN ACTIONS ARISING OUTSIDE THE STATE.—The plaintiff, a resident of New York, sued the defendant corporation in the New York court upon a contract made in Pennsylvania, and served process upon an agent designated by the defendant as "a person upon whom process against the corporation may be served within the state." The defendant was engaged in business within the state of New York and conceded the agency of the person upon whom process was served, but contended that the agency to receive service must be confined to actions which arose out of business transactions in New York. This position was sustained by the Supreme Court and the Appellate Division, but on appeal to the Court of Appeals the order was reversed, and it was *held* that the appointment of the agent to receive service of process was for any action which under the laws of the state might be brought against a foreign corporation. *Bagdon* v. *Philadelphia and Reading Coal and Iron Company,* (N. Y. 1916), 111 N. E. 1075.

The District Court of the United States for the Northern District of California reached a contrary conclusion in a case, decided in October, 1915, which was not cited in the opinion of the New York court. *Fry* v. *Denver & R. G. R. Co.,* 226 Fed. 893, commented upon supra, page 333. The court in this latter case relied upon two decisions of the Supreme Court of the United States, which held that in a suit against a foreign corporation that has not appointed a resident agent to receive service of process, service upon a person designated by the statute providing for such service is not sufficient to give the court jurisdiction over a cause of action arising in another state. *Old Wayne Life Assn.* v. *McDonough,* 204 U. S. 8; *Simon* v. *Southern Railway Co.,* 236 U. S. 115, noted in 13 MICH. L. REV. 520. These two cases were urged upon the New York court as conclusive authority for the position it advanced, but the court distinguished them from the case before it, where the corporation itself appointed the agent to receive service, and declined to follow them. The reasoning of the court is similar to that outlined in the criticism of the *Fry* case, supra, page 333.

PUBLIC OFFICERS—CONTRACTUAL RIGHT TO SALARY.—Action was brought by several policemen against the City of Cleveland to recover for their salaries as police officers for the time during which they had been wrongfully ousted from office. Other policemen had been appointed in their stead during the interval and had drawn substantially the same salary. *Held,* where a policeman has been wrongfully dismissed from office, he may recover his salary from the city for the period of the wrongful ouster, less the amount otherwise earned by him, though another has been employed in his place and has been paid the salary thereof. *City of Cleveland* v. *Luttner,* (Ohio 1916) 111 N. E. 280.

In arriving at this conclusion the majority of the court took the view that a contract existed between the officer and the public, for the breach of which the former should have the same remedy as a private servant for any

wrong done him in his employment; in other words, that there subsisted between the officer and the public a contractual relation which was protected under the constitutional guaranty as an invasion of private contract. However, according to the overwhelming weight of authority, public policy does not support the theory that an official status, by election or appointment, together with the emoluments of office, constitutes a contract with the public. An officer de jure can recover his salary from the city, so long as it has not been paid to a *de facto* occupant, because he has a title to it, but the very basis of the *de facto* doctrine and policy is to protect the state in making just such a payment as this. That a *de jure* officer cannot recover against the city when it has employed and paid a *de facto* officer is clearly shown by JONES, J., who dissented in the instant case. See also *Bullis* v. *Chicago,* 235 Ill. 472, 85 N. E. 612; *Brown* v. *Tama County,* 122 Iowa 745; *Dolan* v. *Mayor,* 68 N. Y. 274, 23 Am. Rep. 168; *Westberg* v. *Kansas City,* 64 Mo. 493; *Scott* v. *Crump,* 106 Mich. 288, 64 N. W. I.; *Selby* v. *Portland,* 14 Or. 243. The decision is certainly in conflict with the previous cases in Ohio (*Steubenville* v. *Culp,* 38 Ohio St. 18; *State ex rel.* v. *Hawkins,* 44 Ohio St. 98; *Mason* v. *State ex rel.,* 58 Ohio St. 30) and contrary to the better doctrine.

WORKMEN'S COMPENSATION—TENDENCY TO DISEASE.—Because of what the doctors termed a "pre-existing constitutional disease known as syphilis," an injury suffered by A brought on paresis and A became insane and totally unfit for work of any kind. The disease had not interfered with his doing heavy work. Suit was brought for full compensation for his disability. *Held,* that A was entitled to full recovery, notwithstanding that his diseased condition had increased the extent of the injury. *Crowley* v. *City of Lowell,* (Mass. 1916) 111 N. E. 786.

Though the statutes are usually silent on the point decided, the courts have been practically unanimous in applying the rule of torts in regard to injuries which aggravate latent disease. If the latent condition did not itself cause pain, suffering, etc., to the patient, but such condition plus the accident caused the pain, the accident and not the condition is held to be the proximate cause of the injury. *Jones* v. *City of Caldwell,* 20 Idaho 5, 116 Pac. 110. The fact that the person injured had a predisposition to disease, or a latent weakness, cannot avail the defendant to relieve him from liability from the damages which ensue when his negligence brings the dormant disease into activity, or aggravates the latent weakness. *McNamara* v. *Clintonville,* 62 Wis. 207, 22 N. W. 472; *Miller* v. *St. Paul City R'y Co.,* 66 Minn. 192, 68 N. W. 862; *Sloane* v. *South Cal. R'y Co.,* 111 Cal. 668, 44 Pac. 320. Compensation awarded is to be measured by the disability directly traceable to the accident, and when such disability terminates, compensation ceases, although the injured person may be still disabled by the illness, or some other cause wholly unconnected with the accident. *Mack* v. *Pac. Telephone & Telegraph Co.,* Cal. Industrial Acc. B'd. The burden of proof is upon the plaintiff to prove that the harmful development of the disease is due to the injury and not to the natural progress of the disease. *Newman* v. *Ala. G. S. R'y Co.,* 38 Fed. 819.